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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

No. D2-174-1322-29, dated 11th July 1930.

Tenders are invited for the purchase of the exclusive right of collecting the Minor Forest Produce standing on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and Plantations up to 30th June 1932, in the undermentioned Taluks and Kavals of Bangalore, Tumkur and Kolar Districts, so as to reach the Chief Conservator of Forests in Mysore, Bangalore, not later than 12 noon on 4th August 1930.

N.B.—Tenders may be given Talukwar, or unitwar as the case may be.

BANGALORE DISTRICT.

1. Bangalore
2. Kankanhalli
3. Magadi
4. Anekal
5. Bagangere Kaval
6. Sankeghatta Kaval

TUMKUR DISTRICT.

1. Tumkur
2. Madhugiri
3. Pavagada
4. Sira
5. Chiknayakanhalli
6. Tiptur
7. Gubbi
8. Kunigal
9. Koratagere
10. Turuvekere Sub-Taluk
11. Kunigal Stud Farm
12. Begur Kaval
13. Herur Kaval

KOLAR DISTRICT.

1. Goribidnur
2. Bowringpet
3. Kolar Sambargida Kaval

REMARKS.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as villages "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amaryi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes :—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan cardamom	Chilldabija
Seege kayi	Mrsani bugs	Chagacheuija
Gum	Halu addi	Guggala
Honey	Hulgal seeds	Nim seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kepilakang	Vatchuli	Pappalichakke
Gerubija or marking nut	Bandi fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or Charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Pith	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi fruit
Gallnut	Rampatre or kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlue	Patanga	Nux-vomica
Wild castor seeds	Bones	
Kan pepper	Maddi	

REMARKS.—The following produce in the localities mentioned below are excluded from the produce detailed above, as they will be sold as independent items :—

1. Tumkur District ... ... Seethapal, Nux-vomica
2. Kolar District ... ... Tamarind, Seethapal and Marady seeds

2. Each tender should be superscribed "Tender for the purchase of Minor Forest Produce" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the taluk in which he resides.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The Chief Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reasons therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office of the Chief Conservator of Forests in Mysore, Bangalore, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of the tender, the purchaser shall pay into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. Within three days of the acceptance of the tender the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer, on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit, in three-fourths of the original sale amount. He shall have no

claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Chief Conservator of Forests and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of three-fourths of sale amount will be paid in three equal instalments as follows:—

First khist on or before 1st November 1930.
Second do 1st March 1931.
Third do 1st July 1931.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

Further conditions to be entered in the agreement are—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932; all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

B. V. RAMAIENGAR,
Chief Conservator of Forests.

TUMKUR DISTRICT.

Abstract Sale Notification dated 2nd July 1930.

The attention of the public is invited to this office notification dated 2nd July 1930, calling for tenders for the uprootal, rough-dressing and carting of dry and fallen sandal-wood and ground-hidden roots in this District and for delivering the same in Bangalore Sandal Koti during the official year 1930-31, published on pages 759 and 761, of Part VI of the *Mysore Gazette*, dated 10th July 1930.

Abstract Notification dated 9th July 1930.

SALE OF THE RIGHT OF GRAZING OF CATTLE EXCEPT GOATS IN THE PLANTATIONS.

The attention of the public is invited to the detailed Notification regarding the sale of the right of grazing to be held at Tumkur, Gubbi and Negalala (Kortagere Taluk) respectively on the 4th, 6th and 4th August 1930, published in Part VI, pages 797-798 of the *Mysore Gazette*, dated 17th July 1930.

K. REVANNA,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 3rd July 1930.

Notice is hereby given under section 40 of the Mysore Forest Regulation that the following kinds of timber are lying unclaimed as detailed below :—

Persons having any claim over the said logs may present a statement of their claims to the District Forest Officer, Mysore, within a month from the date of publication of this notice in the *Mysore Gazette* and establish their claims thereto failing which the said logs will lapse to Government under section 42 of the said regulation.—

Kind	No. on logs	Dimensions		Where found	Kept in custody
		Length	Girth		
Honne ...	478	6'—0"	6'—8"	On the demarcation line of Berambudi State Forest near the Mavinahalla Iron bride, Sultan Battery Road.	In the custody of Forest Guard Chicka-Mara of Mulehole.
Do ...	Nil	12'—0"	7'—10"		
Do ...	27/27-1	20'—10"	6'—6"		
Jalary ...	621	16'—5"	6'—6"		

Abstract Notification dated 1st July 1930.

The attention of the public is invited to the notification in the *Mysore Gazette*, Part VI pages 761 to 762, dated 10th July 1930, regarding sale of timber in the Mysore wood-yard of the Mysore District.

H. S. NARAYANA RAO,
District Forest Officer.